

## **MEMORANDUM OF COOPERATION**

**For Motor Vehicle Safety Research**

**between the**

**National Highway Traffic Safety Administration of the Department of Transportation**

**of the**

**United States of America**

**and the**

**Federal Highway Research Institute of the Federal Ministry of Transport, Building and**

**Urban Development**

**of the**

**Federal Republic of Germany**

The National Highway Traffic Safety Administration (NHTSA) of the United States Department of Transportation of the United States of America and the Federal Highway Research Institute (Bundesanstalt für Straßenwesen) ("BAST") of the Federal Ministry of Transport, Building and Urban Development of the Federal Republic of Germany ("the Participants") desire to enter into a Memorandum of Cooperation ("MOC") under the Agreement between the Secretary of Transportation of the United States of America and the Federal Minister of Transport of the Federal Republic of Germany Concerning Cooperation in the Field of Transportation signed at Washington, D.C. on September 3, 1975 ("the Agreement").

Recognizing the cooperation between the United States and Germany in the area of science and technology;

Recognizing the importance of each Participant achieving high levels of health, safety, fuel efficiency, and consumer protection; and

Desiring to enhance cooperation and increase the efficient use of resources in matters relating to motor vehicle safety technical research, without compromising each Participant's ability to carry out its responsibilities;

The Participants intend to cooperate, as follows:

## **Section 1**

### **Purpose**

- a. The purpose of this Memorandum is to strengthen cooperation and communication between the Participants in motor vehicle safety research, including the exchange of information concerning improvements and other developments in the areas of Crash Imminent Braking (CIB), within the respective authorities of the Participants.
- b. Cooperative efforts under this Memorandum are subject to the Agreement.

## **Section 2**

### **Forms of Cooperation**

The Participants intend to maintain an open and continuing dialogue in the area of motor vehicle safety research, including CIB systems. To this end, the Participants expect to:

- a. Exchange detailed test procedures for objectively evaluating the performance of vehicles equipped with CIB systems;
- b. Exchange objective test performance measures for evaluating the safety performance of vehicles equipped with CIB systems;
- c. Exchange information regarding the crash scenarios and crash conditions in which CIB systems may apply;
- d. Exchange estimates of the potential target population of crashes in which CIB systems may apply;
- e. Exchange methodologies for estimating potential safety implication of CIB systems based on controlled test results;
- f. Conduct joint analyses, as mutually beneficial, practical and convenient, to assist in the development of CIB research;
- g. Exchange information describing how the methods used to quantify CIB effectiveness may relate to the evaluation of other advanced brake technologies (e.g., Dynamic Brake Support);

- h. Continue to serve as liaisons with governmental and non-governmental entities in their respective countries; and
- i. Develop additional provisions for cooperation.

### **Section 3**

#### **Contacts**

- a. NHTSA intends that, subject to Article II(d) of the Agreement, its Office of International Policy and Harmonization serve as a point of contact to the BAST for purposes of cooperation under this MOC.
- b. The BAST intends that, subject to Article II(d) of the Agreement, its Staff Section “Research Programme Delivery, Quality Management” serve as point of contact to NHTSA for purposes of cooperation under this MOC.
- c. The Participants contemplate that, as necessary, and where mutually agreed, other entities, such as national research centers and academic institutions, may participate in the activities arising from this MOC.

### **Section 4**

#### **Funding**

Cooperative efforts under this Memorandum are subject to the availability of appropriated funds to each of the Participants for the specific activities detailed herein. Funds are not intended to be transferred between the Participants pursuant to this Memorandum.

### **Section 5**

#### **Limitations**

- a. The Participants intend that the adequate and effective protection of proprietary or sensitive data and of intellectual property created or furnished under this MOC should be applied as detailed in Article II(e) of the Agreement.

b. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this MOC may be made available to the public through customary channels in accordance with the governing laws of the Participants and the normal procedures of the relevant government and other entities involved in the activities.

c. The Participants intend to submit to each other for analysis and approval the text of any document, publication, report, technical article or rules arising from the works accomplished under this MOC, in advance of public release of the text.

## **Section 6**

### **Disclaimer**

Each Participant intends to make every effort to ensure the accuracy of all data and information exchanged pursuant to this Memorandum. However, the accuracy of such data and information is not guaranteed. Therefore, each Participant uses the other's data at its own risk.

## **Section 7**

### **International Law**

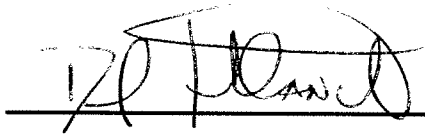
This Memorandum is not intended to create binding obligations under international law.

## Section 8

### Duration

The duration of this MOC is intended to be consistent with the effectiveness of the Agreement, or any extension or amendment thereof. The activities under this Memorandum may commence upon the date of the signatures below of both Participants. This Memorandum may be modified in writing at any time by both Participants and may be terminated upon 60 days written notice by either Participant.

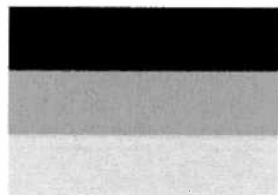
Signed in duplicate in English at Washington, D.C. on this 26<sup>th</sup> day of April, 2010.

A handwritten signature in black ink, appearing to read "David Strickland", written over a horizontal line.

David Strickland  
Administrator  
National Highway Traffic Safety  
Administration  
Department of Transportation  
of the United States of America

A handwritten signature in black ink, appearing to read "Peter Reichelt", written over a horizontal line.

Peter Reichelt  
President  
Federal Highway Research Institute of the  
Federal Ministry of Transport, Building and  
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of the Federal Republic of Germany



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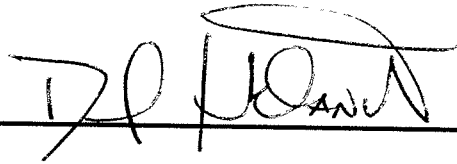
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Signed in duplicate in English at Washington, D.C. on this 26 day of April, 2010.



Peter Reichelt  
President  
Federal Highway Research Institute of the  
Federal Ministry of Transport, Building and  
Urban Development  
of the Federal Republic of Germany



David Strickland  
Administrator  
National Highway Traffic Safety  
Administration  
Department of Transportation  
of the United States of America